

**ANDHRA PRADESH SOLAR POWER CORPORATION Pvt. Ltd
(A J V COMPANY OF GOVT OF ANDHRA PRADESH AND GOVT OF INDIA)**

**ANANTHAPURAMU ULTRA MEGA SOLAR PARK (1500 MW)
&
KURNOOL ULTRA MEGA SOLAR PARK (1000 MW)**

**BIDDING DOCUMENTS
FOR THE WORK OF**

Name of Work: APSPCL – Providing Standard Fire & Special Perils Insurance to 1 No. 220/33 kV Pooling Substation and associated transmission lines at N.P. Kunta site of Ananthapuramu Ultra Mega Solar Park (1500 MW) and 4 Nos. 220/33 kV Pooling Substations and associated transmission lines at Kurnool Ultra Mega Solar Park (1000 MW) and its associated transmission lines for the period from 00:00 HRs on 09.10.2022 to 08.10.2023

SINGLE PART BID

TENDER SPECIFICATION

NOTICE INVITING TENDERS (NIT) NO.

APSPCL-e-E- 29 /2022-23/EE/Tech/APSPCL, Dt. 13.09.2022

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NOTICE INVITING TENDER

1.	Department Name	Andhra Pradesh Solar Power Corporation Pvt Limited (A J V Company of Govt. of Andhra Pradesh and Govt. of India)
2.	Circle/Division Name	Executive Engineer/Tech/APSPCL/Tadepalli/Guntur Dist.
3.	Tender Notice No.	<u>APSPCL-e-E- 29/2022-23/EE/Tech/APSPCL, Dt. 13.09.2022</u>
4.	Name of Work	Providing Standard Fire & Special Perils Insurance to 1 No. 220/33 kV Pooling Substation at N.P. Kunta site of Ananthapuramu Ultra Mega Solar Park (1500 MW) and 4 Nos. 220/33 kV Pooling Substations at Kurnool Ultra Mega Solar Park (1000 MW) and its associated transmission lines for the period from 00:00 Hrs on 09.10.2022 to 08.10.2023.
5.	Estimated Contract Value / Premium Value (Approximately)	Rs. 13,88,833/- (Rupees Thirteen Lakhs Eighty Eight Thousand Eight Hundred Thirty Three Only) Including GST (for 5 Nos. 220/33kV Pooling Stations and their respective transmission lines)
6.	Period of Policy	1 Year (0:00 Hrs of 09.10.2022 to 08.10.2023)
7.	Form of Contract	L.S
8.	Tender Type	Open
9.	Tender Category	Service
10.	Transaction Fee Payable to MD/ APTS payable at Vijayawada (including GST)	Rs. 492/- (Rupees Four Hundred and Ninety Two Only) @ 0.03% of ECV value plus GST@18%
11.	Bid Security (EMD)	Rs. 13,888/- (Rupees Thirteen Thousand Eight Hundred and Eighty Eight Only) @ 1% of the ECV value.
12.	Bid Security Payable	By way of online payment.
13.	Process Fee	Not Applicable
14.	Schedule Available Date & Time	13.09.2022, 5:00 P.M.
15.	Schedule Closing Date & Time	27.09.2022,4:00 P.M.
16.	Bid Submission closing Date & time	27.09.2022, 5:00 PM
17.	Bid Submission	Online
18.	Bid Validity	180 days from the date of opening of the Price Bid
19.	Pre Bid Meeting	Not Applicable
20.	Price Bid Opening Date & Time	28.09.2022, 3:00 P.M. (No separate technical bids are required. The bidder shall submit qualification details along with price bid. The price bids will be opened only for those who meet the eligibility criteria.)
21.	Eligibility Criteria	<i>Only IRDAI (Insurance Regulatory Development Authority of India) registered insurance companies and IRDAI registered brokers having firm tie-up with IRDAI registered General Insurance companies are eligible to quote. Preference will be given to those bids received from head/branch offices of insurance companies located in Andhra Pradesh.</i>

		<p>(a) Minimum gross direct premium per annum shall be more than Rs.500 Crores for the last three years failing which the offer will be liable for rejection.</p> <p>(b) Details regarding net worth of the company which shall be more than Rs.100 Crores failing which the offer will be liable for rejection.</p> <p>(c) Details regarding financial standing of the company supported by Audited financial statements for the last 2 to 3 years.</p> <p>(d) Details of the claims settled and details of purchase orders received from other Govt/private power utilities for the last 2 to 3 years.</p> <p>Note:</p> <p>1) Offers furnished by any of the brokers against the above tender should invariably from IRDAI registered Insurance Companies only. Direct offers received from the brokers will invariably be rejected. In case of finalization of offer received from broker, order will be placed on the respective Insurance Company only duly mentioning the broker details in the order.</p> <p>2) Notwithstanding anything stated above, APSPCL reserves the right to assess the tenderers' capability to execute the contract, should the circumstances warrant such assessment in the Overall interest of APSPCL. In respect of Qualification of the tenderers, <i>the decision of APSPCL is final.</i></p>
22.		3) General: <i>Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but the bidder will be BLACKLISTED.</i>
23.	Place of Opening of Tenders	In the chambers of the Executive Engineer/Tech/ APSPCL, Flat No. 401, 4 th Floor, Garuda Enclave, Beside T.G Plaza, Tadepalli, Guntur Dist, A.P - 522501.
24.	Officer Inviting Bids	Executive Engineer/Tech/ APSPCL/Tadepalli/Guntur Dist.
25.	Address	Executive Engineer/Tech/ APSPCL, Flat No. 401, 4 th Floor, Garuda Enclave, Beside T.G Plaza, Tadepalli, Guntur Dist, A.P - 522501.
26.	Contact Details	Executive Engineer/Tech/ APSPCL, Flat No. 401, 4 th Floor, Garuda Enclave, Beside T.G Plaza, Tadepalli, Guntur Dist, A.P - 522501. Phone: 08645-274041 & 9491199843 E-Mail: md.apspcl@ap.gov.in & md.apspcl@gmail.com
27	Procedure for bid submission	<p>a) The tender should be in the prescribed forms which can be obtained from 'e' procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the 'e' procurement market-place www.apecprocurement.gov.in Those bidders who register themselves in the 'e' procurement market place can download the tender schedules at free of cost. The bidders shall authenticate the bid with his digital certificate for submitting the bid electronically on 'e' procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform</p>

		<p>following the G.O.Ms.No.6, I.T&C Department, dated. 28-02-05.</p> <p>b) Intending bidders can contact office of the Executive Engineer/Tech/APSPCL/Tadepalli/Guntur District –522501 for any clarification/information on any working day during working hours.</p> <p>c) The bidders who are desirous of participating in e-procurement shall submit their bids etc., in the standard formats prescribed in the tender documents, displayed at “e” market place. The bidders should invariably upload the statement showing the list of documents etc., in the “e” market place in support of their Technical bids. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.</p> <p>d) The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform</p> <p>e) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents.</p> <p>f) The successful bidder shall invariably furnish the Certificates/documents of the uploaded scanned copies to the Tender Inviting Authority before stipulated time given to him either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of certificates/documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuineness all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before issue of LOI.</p> <p>g) If any successful bidder fails to submit the original hard copies of uploaded certificates/documents or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.</p> <p>h) The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger /recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.</p>
28.	Statutory Requirements	<p>The tenderer shall fulfill the following statutory requirements.</p> <p><u>GST</u>: The tenderer should have registration under GST from</p>

		concerned department. The rates are inclusive of GST. Applicable GST as on date will be allowed against submission of GST invoice.
29.	Other Payments to be made	<p>Apart from the Bid Security (EMD) the tenderer shall be liable to pay the following amounts:</p> <p>a) <u>Transaction Fee:</u> The participating bidders have to pay transaction fee of 0.03% (subjected to a maximum of Rs.492 10,000.00) on estimated contract value of work with GST @ 18% i.e. Rs. 10,000/- (Rupees Ten Thousand Only) in favour of MD/ APTS payable at Vijayawada at the time of bid submission electronically.</p> <p>b) <u>Corpus Fund:</u> Successful bidder has to pay Corpus fund Rs. 556/- @ 0.04% (subjected to a maximum of Rs. 10,000.00 for works with ECV/QV up to Rs 50.00 crores and Rs 25,000.00 for works with ECV/QV more than Rs 50.00 crores) through Online at the time of bid submission, APTS, Vijayawada towards corpus fund.</p>
30.	Documents to be submitted to the Tender inviting authority.	<p>All the bidders shall upload the scanned copies of the following documents on e-procurement system</p> <ol style="list-style-type: none"> 1) Online Payment for EMD amount (this will be the primary requirement to consider the bid as responsive) 2) Audited Financial reports such as Balance Sheet and Profit & Loss account statements for any two of the Financial years 2019-20, 2020-21 & 2021-22 (clearly showing the details of Gross direct premium and Net worth of the insurance company). 3) Settled claim payment vouchers, Invoices, and other documents evidencing the claim settlement in any of the year during the last 2 to 3 years i.e., 2019-20 to 2021-22. 4) Insurance orders received from other Govt/private power utilities in any of the year during the last 2 to 3 years i.e., 2019-20 to 2021-22. 5) In case of Brokers, along with all the above documents, they have to upload IRDAI registration certificate along with PQB & Premium quote received from the General Insurance Company along with the Price Bid. 6) <u>All Bid Schedules i.e., Schedule –A, B & C shall be duly filled in, signed & stamped.</u> <p>The Insurance Companies shall upload the above stated all relevant documents necessary for PQB and Price-Bid requirements along with their offer itself, completed in all respects, for fulfilling the Qualification criteria.</p> <p>In case of Brokers, along with all the above documents, they have to upload IRDAI registration certificate along with PQB & Premium quote received from the General Insurance Company along with the Price Bid.</p> <p>Tenders received from those not having the required qualification criteria will not be considered.</p>

		<p><u>Note:</u> The bidders shall invariably upload scanned copies of all the above documents (which are mandatory, to ascertain compliance with the qualification criteria). Moreover, responsibility for correctness of the information uploaded in the bid lies with the bidder only. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but also the bidder will be BLACKLISTED.</p> <p>Other documents to be uploaded:</p> <ol style="list-style-type: none"> 1) Copies of Income tax returns for the last three years. 2) Copy of PAN. 3) Copy of GST Registration. <p><u>Note:</u></p> <ol style="list-style-type: none"> 1) The tenderer is liable to be disqualified, if he is found to have mislead or furnished false information in the forms / Statements / Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, improper completion of earlier contracts, inordinate delay in completion of works, litigation history, financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high price etc. 2) Even while executing the work, if found that the bidder had produced false/fake certificates, he will be black listed and the contract will be terminated and his Bid security will be forfeited and work will be carried out through other agency at his cost and risk.
31.	Other relevant information	<ol style="list-style-type: none"> 1) APSPCL reserves the right to reject any or all the tenders without assigning any reasons thereof. 2) APSPCL reserves the right to amend or modify the tender and its conditions before 20.09.2022, 4.00 P.M. (The details will be updated in APSPCL web site) 3) Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable. 4) The bidders have to upload the information preferably in Zip format. 5) The bidders should upload the documents duly signing each and every paper. <p>For all clarifications & guidance, the bidders may contact the Executive Engineer/Tech/ APSPCL/Tadepalli/ Guntur Dist. – 522501.</p>

Sd/xxx
EXECUTIVE ENGINEER/TECHNICAL

To
The Bidders through Notice Board/web publication.

Copy to the:

- 1) Notice Board.
- 2) The CFO / APSPCL / Tadepalli/ Guntur Dist. for information.
- 3) The Dy. Executive Engineer / Electrical / APSPCL / Kadiri for information.
- 4) The Dy. Executive Engineer / Electrical / APSPCL / Kurnool for information.

Note:

- 1) Responsibility for the correctness of the information submitted in the online bid lies with the bidder only. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but also the bidder will be BLACKLISTED.
- 2) The General Insurance companies shall inspect the respective 220/33kV Pooling Stations and associated transmission lines in full shape before quoting the insurance premiums

SECTION-I: PRE-QUALIFICATION REQUIREMENTS and OTHER TERMS

1.0 The tenderer shall upload/furnish the satisfactory documentary evidence to establish the following PREQUALIFICATION BID (PQB) requirement without any ambiguity.

1.1 **Pre Qualification requirements:-**

Only IRDAI (Insurance Regulatory Development Authority of India) registered insurance companies and IRDAI registered brokers having firm tie-up with IRDAI registered General Insurance companies are eligible to quote. Preference will be given to those bids received from head/branch offices of insurance companies located in Andhra Pradesh.

- (a) Minimum **gross direct premium** per annum shall be **more than Rs.500 Crores** for the last three years failing which the offer will be liable for rejection.
- (b) Details regarding **net worth of the company** which shall be **more than Rs.100 Crores** failing which the offer will be liable for rejection.
- (c) Details regarding financial standing of the company supported by Audited financial statements for the last 2 to 3 years.
- (d) Details of the claims settled and details of purchase orders received from other Govt/private power utilities for the last 2 to 3 years.

Note: 1) Offers furnished by any of the brokers against the above tender should invariably from IRDAI registered Insurance Companies only. Direct offers received from the brokers will invariably be rejected. In case of finalization of offer received from broker, order will be placed on the respective Insurance Company only duly mentioning the broker details in the order.

2) Notwithstanding anything stated above, APSPCL reserves the right to assess the tenderers' capability to execute the contract, should the circumstances warrant such assessment in the Overall interest of APSPCL. In respect of Qualification of the tenderers, *the decision of APSPCL is final.*

2.0 DOCUMENTS TO BE UPLOADED

Documents evidencing the qualification requirements indicated above, such as, copies of the following, shall be uploaded.

- *Audited Financial reports such as Balance Sheet and Profit & Loss account statements for any two of the Financial years 2019-20, 2020-21 & 2021-22 (clearly showing the details of Gross direct premium and Net worth of the insurance company).*
- *Settled claim payment vouchers, Invoices, and other documents evidencing the claim settlement in any of the year during the last 2 to 3 years i.e., 2019-20 to 2021-22.*
- *Insurance orders received from other Govt/private power utilities in any of the year during the last 2 to 3 years i.e., 2019-20 to 2021-22.*
- *All Bid Schedules i.e., Schedule –A, B & C shall be duly filled in, signed & stamped.*

The Insurance Companies shall upload the above stated all relevant documents necessary for PQB and Price-Bid requirements along with their offer itself, completed in all respects, for fulfilling the Qualification criteria.

In case of Brokers, along with all the above documents, they have to upload IRDAI registration certificate along with PQB & Premium quote received from the General Insurance Company along with the Price Bid.

Tenders received from those not having the required qualification criteria will not be considered.

Note: The bidders shall invariably upload scanned copies of all the above documents (which are mandatory, to ascertain compliance with the qualification criteria). Moreover, responsibility for correctness of the information uploaded in the bid lies with the bidder only. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but also the bidder will be BLACKLISTED.

- 3.0 The insurance company to whom the Insurance order is awarded should be responsible to settle the claim if any in the shortest possible and the performance of such insurance companies, which doesn't settle the claims in fair manner within one year from the date of claim, will be recorded and considered for general evaluation of insurance company.

4.0 PRICES:

- 4.1 All prices shall be FIRM and shall be indicated in the Price Schedule. **Variable prices will not be accepted.**
- 4.2 **Taxes and duties:** Goods and Service Tax (GST) will be paid extra as applicable at the time of billing. GST payable shall be shown separately in the offer and invoice.
- 4.2.1 It is the responsibility of the Insurer/Bidder, to ascertain and ensure that all taxes/duties, charges etc, as applicable on the date of submission of the Bid, have been indicated, without fail.

5.0 PAYMENT TERMS:

- 5.1 The Total Premium including GST will be paid, before the scheduled commencement of Insurance Cover, subject to submission of the Invoice. The Invoice in original shall be submitted to the Chief Executive Officer, Tadepalli, Guntur (Dist) – 522501 /Andhra Pradesh, immediately on receipt of purchase order, for arranging payment. A copy of the invoice shall also be submitted to this Office for ready reference.
- 5.2 In case, any excess payment is made to the INSURER, by mistake OR any amounts are due from the INSURER to APSPCL for any reason(s), APSPCL reserves the right to recover such monies from the amounts payable to the INSURER against the Contract resulting out of this specification.
- 5.3 Any incidental charges, such as bank charges etc, incurred by the INSURER during the execution of the Contract shall be to the Insurer's account only.
- 5.4 The Insurance Company shall make its own arrangement to ensure collection of declarations, collection of premium on submission of bills and to claim bills along with documents from respective departments/ locations of APSPCL and also handing over the insurance policies, proceeds on claim settlement and to submit other documents if any to APSPCL. The Insurance Company shall appoint one individual/ agency for the above purpose who will visit APSPCL.

6.0 RISK PURCHASE:

APSPCL reserves the right to place orders and to reject the tender/offer without assigning any reasons.

In case the INSURER fails to execute the Contract as per the stipulated schedule, APSPCL reserves the right to place orders from the open market or by floating another tender, and recover the additional expenditure so incurred from the INSURER. This is without prejudice to any/all other rights of APSPCL, as indicated in this Specification.

7.0 Validity Of offer:

The Offers shall be valid for a **period of 180 days from the date of opening of Price/Commercial Bids**. The period of validity cannot be counted from any other date other than the date of opening of the price bids.

**Signature & Seal of Authorized Representative
of the Insurance Co. in token of Acceptance.**

SECTION –II: TECHNICAL SPECIFICATIONS

1.0 SCOPE OF OFFER:

Providing of individual insurance coverage to the assets by Providing Standard Fire & Special Perils Insurance to 1 No. 220/33 kV Pooling Substation and associated transmission lines at N.P. Kunta site of Ananthapuramu Ultra Mega Solar Park (1500 MW) and 4 Nos. 220/33 kV Pooling Substations and associated transmission lines at Kurnool Ultra Mega Solar Park (1000 MW) for the period from 00:00 HRs on 09.10.2022 to 08.10.2023, with the sum insured values as submitted below.

The bidders shall quote premiums for assets of APSPCL under Standard Fire & Special Perils Policy and other policies.

(i) **Sum Insured Values for Standard Fire and Special Perils Policy for the following assets.**

S. No.	5 Nos. 220/33kV Pooling Stations Locations	Sum insured (including all plant & Machinery) for 220/33kV Substation (Rs.)	Associated 220kV Transmission lines extent (from where to where)	Sum Insured for 220kV Lines (Rs.)
1	220/33kV Pooling Substation-1 of Ananthapuramu Ultra Mega Solar Park (1500 MW), N.P. Kunta, Ananthapuramu District, Andhra Pradesh	28,94,54,407.03	220kV transmission line from 220/33 kV Pooling Substation-1 to 400 kV (PGCIL) Grid Substation for a length of 5.52 km at Ananthapuramu Ultra Mega Solar Park (1500 MW), N.P. Kunta, Ananthapuramu District, Andhra Pradesh	4,79,19,258.00
2	220/33kV Pooling Substation-1, 2,3 & 4, of Kurnool Ultra Mega Solar Park (1000 MW), Gani and Sekunala Villages, Kurnool District, Andhra Pradesh	1,10,65,25,713.05	220kV transmission line from 220/33 kV Pooling Substations-1,2,3&4 to 400kV APTRANSCO Grid Substation for a length of 32.0 km at Kurnool Ultra Mega Solar Park (1000 MW), Gani and Sekunala Villages, Kurnool District, Andhra Pradesh	11,23,04,796.15
	Total in (Rs.):	1,39,59,80,120.08		16,02,24,054.15
	Grand Total in (Rs.)		1,55,62,04,174.23	

2.0 SCOPE OF COVERAGE:

- i) All equipment of 1 No. 220/33kV Pooling Substation at N.P. Kunta site of Ananthapuramu Ultra Mega Solar Park (1500 MW) and 4 Nos. 220/33 kV Pooling Substations at Kurnool Ultra Mega Solar Park (1000 MW) .
- ii) All equipment of 220 kV Transmission Lines from 220/33 kV Pooling Substation-1 to 400 kV PGCIL Grid Substation for a length of 5.52 km at N.P.Kunta site and 220 kV Transmission Lines from 220/33 kV Pooling Substation-1,2,3&4 to 400 kV APTRANSCO Substation for a length of 32.0 km at Kurnool Ultra Mega Solar Park (1000 MW), Gani and Sekunala Villages, Kurnool District, Andhra Pradesh. The above equipment shall be covered under Standard Fire & Special Perils Policy against:
 - Standard Fire& Special Perils, Lightning, Explosion/implosion, Aircraft damage, Riot, strike & malicious damage, Impact damage, Subsidence and landslide including rockslide, Bursting and/overflowing of water tanks, apparatus and pipes, Missile testing operations, Leakage from automatic sprinkler installations, Bush fire.
 - Earthquake, STFI perils viz Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Terrorism
 - Architects, Surveyors and Consulting Engineers fees upto 3% of claim amount
 - Debris removal expenses upto 1% of claim amount
 - Designation of Property Clause
 - Local Authority Clause

Note: Risk held cover letter should be arranged on the same day of receipt of payment.

**Signature & Seal of Authorised Representative
of the Insurance Co. in token of Acceptance.**

SECTION-III: GENERAL TERMS AND CONDITIONS

APSPCL or CORPORATION: shall mean **Andhra Pradesh Solar Power Corporation Pvt. Ltd.**, (A J V Company of Govt. of Andhra Pradesh and Govt. of India).

GENERAL:

1.1 The following terms and expressions used herein shall have the meaning as indicated herein: “Insurer/Vendor/Bidder”: shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order shall be addressed and shall include its permitted assigns and successors.

“Buyer/ Purchaser/ Corporation/ INSURED/APSPCL”: shall mean Andhra Pradesh Solar Power Corporation Pvt. Ltd., (A Govt. of A. P. Undertaking), a company incorporated in India under Companies Act 1956, having its Registered Office at Vidyut Soudha, Vijayawada-520004. “Contract / Agreement”: shall mean the Purchase Order.

1.2. Reference: After placing of purchase order, the purchase order number must appear on all the correspondence, Invoices, Policy Copies or any other document or paper connected with the purchase order.

1.3. Addition/ Alterations/ Modifications: The Corporation reserves the right to make additions/alterations/ modifications to the quantity/volume of items in the purchase order. The Insurer shall insure such quantities also at the same rate as originally agreed to and incorporated in the purchase order.

1.4. Waiver: Any waiver by the authority of any breach of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.

1.5. Sub-letting and Assignment: The Insurer shall not, save with prior consent in writing of the Corporation, sublet, transfer or assign the order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever. Provided nevertheless that any such consent shall not relieve the insurer from any obligation, duty or responsibilities under the contract.

1.6. Information Provided by the Corporation:

All data and documentation that will be given to the Insurer/Insurance Company by the Corporation for the execution of the order are the property of the Corporation and shall be returned back when demanded. Except for the purpose of executing the order of the Corporation, Insurer/Insurance Company shall ensure that the above documents are not used for any other purpose. The Insurer shall further ensure that the information given by the Corporation is not disclosed to any person, firm, body, corporate and/or authority and make every effort that the above information is kept confidential. All such information shall remain the absolute property of the Corporation.

1.7. Modifications: This Insurance order if placed, shall constitute an entire agreement between the parties hereto. Any modification to the purchase order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

1.8. Acceptance of order:

The Purchase Orders will be sent to supplier in duplicate and he shall return one copy along with enclosures, duly signed and stamped, within 15 days in token of having received and accepted the order.

1.9 Jurisdiction:

All and any disputes or difference arising out of or touching the purchase order shall be decided only by the Courts or Tribunals situated in VIJAYAWADA/AMARAVATI only.

2.0 Validity of Offers:

The Offers shall be valid for a **period of 180 days from the date of opening of Price/Commercial Bids**. The period of validity cannot be counted from any other date other than the date of opening the bids.

3.0 Copy of PAN-Card/ GSTIN shall be furnished.

4.0 Past Experience:

The Insurer/Bidder shall submit identical orders received from other Govt/private power utilities/PSU of similar financial status along with documentary evidence of Claim settlement for the last 3 financial years shall be uploaded.

5.0 Acceptance of APSPCL Payment Terms

5.1 The Total Premium including “*Goods and service tax*” will be paid, before the scheduled commencement of Insurance Cover, subject to submission of the Invoice. The Invoice in original shall be submitted to the Chief Executive Officer / APSPCL, Tadepalli, Guntur District – 522 501 /Andhra Pradesh, immediately on receipt of purchase order, for arranging payment. A copy of the invoice shall also be submitted to this Office for ready reference

5.2 In case, any excess payment is made to the INSURER, by mistake OR any amounts are due from the INSURER to APSPCL for any reason(s), APSPCL reserves the right to recover such monies from the amounts payable to the INSURER against the Contract resulting out of this specification.

5.3 Any incidental charges, such as bank charges etc, incurred by the INSURER during the execution of the Contract shall be to the Insurer’s account only.

5.4 The Insurance Company shall make its own arrangement to ensure collection of declarations, collection of premium on submission of bills and to claim bills along with documents from respective departments/ locations of APSPCL and also handing over the insurance policies, proceeds on claim settlement and to submit other documents if any to APSPCL. The Insurance Company shall appoint one individual/ agency for the above purpose who will visit APSPCL.

6.0 Taxes and Duties:

Goods and Service Tax (GST) payable shall be shown separately in the offer and invoice. *However, GST will be paid as per the rate applicable at the time of billing.*

7.0 It is not binding on APSPCL to accept the lowest or any bid. APSPCL further reserves the right to accept or reject any/all bids without assigning any reasons thereof.

- 8.0 APSPCL at its sole discretion unilaterally may change the Sum Insured values to the extent of $\pm 20\%$ as indicated in tender enquiry/ NIT. The successful bidder shall be bound to issue policy for the revised values at the same rate and terms & conditions.
- 9.0 Insurers/Bidders are requested to enclose duly signed and stamped Section-II: Technical Specification and Section-IV: Special Terms and Conditions and submit the same in duplicate along with their offer (PQB).

FINANCIAL:

10.1 Prices:

Price (s) mentioned in the Purchase Order shall be firm and not subject to escalation on any account, till the Order is executed in full and it's subsequent amendments accepted by the **Insurer/Insurance Company**.

10.2 Taxes, Levies and Duties:

Goods and Service Tax (GST) payable shall be shown separately in the offer and invoice. *However, GST will be paid as per the rate applicable at the time of billing.*

10.3 Variation in Statutory Levies:

Any variation, upward or downward, in statutory levies or new levy is introduced after opening of the bids/placement of Order under this Insurance Order shall be to the account of Corporation, unless otherwise mentioned in the Insurance Order, provided that in cases where Insurance period is not adhered to by the **Insurer/Insurance Company** and there is upward variation/revision after the agreed insurance period, the bidder/ Insurer shall bear the impact of such increased levies and if there is any downward variation/ revision, the corporation shall be given advantage to that extent.

10.4 Terms of Payment:

10.4.1 Payments shall be made through Account Payee cheques only.

10.4.2 If the **Insurer/Insurance Company** has received any excess payments by mistake or if any amounts are due to the Corporation due to any other reasons, when it is not possible to recover such amounts under the Contract resulting out of this Order the Corporation reserves the right to collect the same from any other amounts given by the **Insurer/Insurance Company** due to or with the Corporation.

10.5. Cancellation of Order:

The Corporation reserves the right to cancel the Order in part or in full by giving two weeks notice thereby if:

- The **Insurer/Insurance Company** fails to comply with any of the terms of the Order.

**Signature & Seal of Authorised Representative
of the Insurance Co. in token of Acceptance.**

SECTION-IV: SPECIAL TERMS AND CONDITIONS

1.0 Documentation:

- i) The Insurer has to issue the premium Receipt and the policy documents within 7 days after receipt of requisite Premium cheque. The complete policy document will therefore be made available to APSPCL, within 7 working days of commencement of coverage.
- ii) Any amendment's required to the policies shall be confirmed by issuing endorsement within 5 working days of the receipt of the necessary information from APSPCL.
- iii) Letters, Faxes, Telephonic Messages and e-Mail should be Acknowledged and answered immediately.

2.0 Claims:

The Insurer within 30 days of commencement of Insurance Policy shall provide a comprehensive claims procedure and list of documents required for each type of claim.

- i) A panel of approved Surveyors acceptable to APSPCL has been drawn up in consultation with Insurance Company, and Individual Surveyors for their consent. They are to be utilized in case of all Losses/Damages, Reported, against which claims would be lodged.
- ii) In the event of a Loss, APSPCL would give immediate intimation to the Insurer, and a Surveyor shall be appointed from the approved panel within 24 Hrs from receipt of such notification. If a surveyor is NOT deputed within 24 Hrs, depending on exigency where conditions warrant, APSPCL will go ahead with the repairs & claim submitted by APSPCL should be accepted by the Insurer.
- iii) At the time of site visit or immediately thereafter, the surveyor shall be advised to give a complete list of documents/requirements of claim and APSPCL shall furnish these expeditiously. APSPCL shall also nominate an official who shall co-ordinate with the surveyor. When material information is requested, the same should be provided within deadline specified and every conceivable effort shall be made to ensure deadlines are met in this regard. If deadlines cannot be met, a full and detailed explanation should be provided.
- iv) All claims lodged with the Insurer shall be promptly settled as per the following understanding:
- v) Claims upto Rs.50 lakh shall be settled on the basis of the Survey Report and necessary Documentation - within 7 working days of their receipt.
- vi) "On Account Payment" (i.e., 75% of the claim value) in case of loss beyond Rs.50 Lakh and upto Rs.100 Lakh, shall be released by the Insurer within 10 working days of receipt of the Preliminary Report of the Surveyors recommending such payment. For claims over Rs.100 Lakh, the time required shall be 4 weeks. The Preliminary Survey Report shall be issued by the Surveyors within 5 working days of their visit, subject to production of minimum required details and information. However, documents required to be obtained from Government agencies like FIR, Final Report from Police/Local Authorities and Fire Brigade Report shall not be insisted for release of "On Account Payment", where liability is clear and admitted.
- vii) Final payment of the claim shall be made within 15 days of receipt of Final Survey Report and all necessary supporting documents/information from APSPCL for claims which are within the Limits to be specified as may be applicable at the time of

settlement, and 30 days for claims which require Approval of Head Office of insurance company.

- viii) Claims under Fire Loss of Profit will be triggered only upon the Commissioning of each unit – which will therefore involve a Maximum of Two claims. “On Account payment” can be made within 4 weeks from the receipt of Preliminary Assessment of FLOP involved.
- ix) The Insurer will also be responsible for Settlement of Survey Fees for all claims.
- x) Panel of Surveyors: Request list of local surveyors (Category – A&B) who may be utilized for recording preliminary evidence in case of exigencies requiring immediate repair/replacement, shall be furnished.
- xi) Claims shall be settled by the Insurance Company as per policy and order conditions within 30 days from the date of submission of claim along with documents.
- xii) In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at rate, 2% above the bank rate from the date of receipt of the relevant and necessary document from the insured/claimant by insurer till the date of actual payment.
- xiii) Immediately on award of Insurance Coverage, an MOU will be entered into as to the documents required to be furnished along with each claim.
- xiv) The Insurance Company shall appoint the surveyor nominated by APSPCL immediately on receipt of claim(s) intimation from APSPCL and shall coordinate for immediate settlement of claim.

3.0 Premium:

The Insurer shall confirm that the Premium Quoted is final and that there will be no revision, unless the project undergoes a Material change in the Risk underwritten.

4.0 Extension and Termination of Insurance cover:

- (i) APSPCL also reserves the right, to seek extension of insurance cover, for specific period, if necessitated and the successful Insurance Company shall arrange extension of the Insurance cover.
- (ii) Extension of FLOP shall be conterminous with extension of project insurance.
- (iii) Policy shall not be cancelled without the concurrence of APSPCL.
- (iv) APSPCL reserves the right to withdraw the items/sum insured from the scope of coverage during the policy period. When the item(s) or sum insured from the scope of coverage is/are withdrawn during the policy period, the proportionate premium shall be refunded by the insurance company to APSPCL. Insurance company shall refund the premium within seven (7) working days from the date of withdrawal or change of coverage intimation.

5.0 Coordination:

The insurer notify the persons with designation to serve APSPCL Account directly, in respect of all matters including Underwriting or / Claims. The insurer’s response, service, settlement of claim etc., will be evaluated from time to time.

- 6.0** The Insurance company may, in their own interest, quote the rates and premium for policy items in line with rules, regulations and guidelines of applicable statutory bodies viz., IRDA/TAC.
- 7.0** The Successful Insurance Company shall make its own arrangement to ensure collection of declarations, collection of premium on submission of bills and claim bills along with documents from respective departments/locations of APSPCL and also handing over the insurance policies, proceeds of claim settlement and other documents from the insurance company. The successful Insurance Company shall appoint one individual/agency for the above purpose who will visit APSPCL.
- 8.0** The Insurance Company(s) shall submit in the 1st week of every month a statement of “Claims pending for settlement” (with reasons/requirements) as well as “Claims settled earlier”.
- 9.0** APSPCL reserves the right to reject any one or all tenders without assigning any reason, thereof. In case the contract is terminated for any reason, the Insurance Company shall refund pro-rata premium for un-expired period apart from settling all pending claims.
- 10.0** **Submission of Under taking by L1 Bidder on whom the Insurance Order is being placed :**
“The successful L1 Bidder on whom the Insurance Order is being placed, shall submit an **“Under taking” to the Chief Executive Officer (either at the time of negotiations or before placement of order) and a copy of the same to the Executive Engineer/Technical, APSPCL administrative office, Tadepalli, Guntur District along with the Invoice’s, confirming as below.**
- (i) All the clauses & Add on coverages mentioned by APSPCL in the insurance order will be incorporated in the Insurance Policy without any deviation. If any deviations are found at a later date(s) in the policy, appropriate action shall be initiated by APSPCL
 - (ii) and settlement of claims if any will be on par with the order terms. APSPCL is not liable for any deviations in the policy documents.
 - (iii) In case the policy is terminated for any reason, the Insurer Company will refund pro-rata premium for un-expired period apart from settling all pending claims.

**Signature & Seal of Authorised Representative
of the Insurance Co. in token of Acceptance.**

PART-I
SCHEDULE-A
GENERAL DETAILS OF THE BIDDER

1)	Name and address of the Firm Ph No., Fax No. & email id	:	
2)	Offer/Quotation No	:	
3)	Whether Individual, Proprietary, Pvt or Public Ltd Co.	:	
4)	Details of Board of Directors	:	
5)	GST Regn. No.	:	
6)	DG&SD Regn. No.	:	
7)	PAN No	:	
8)	Place of works	:	
9)	Name & designation of an authorized Officer at Bidder's Office to whom reference shall be made for expeditious technical co-ordination, in the event of placement of Order	:	

Documents to be uploaded:

- (a) *Copies of Certificate of Registration.*
- (b) *Copy of GST of Registration*
- (c) *Copy of P.A.N Card.*
- (d) *Any other relevant documents.*

SCHEDULE-B

QUALIFICATION REQUIREMENTS - COMPLIANCE

<i>SNo.</i>	<i>Qualification Requirement Stipulated</i>	<i>Compliance Status (Yes/No)</i>	<i>Remarks including <u>Details of Documents enclosed</u>, wherever applicable</i>
(A)	<u>Gross Direct Premium</u>		2019-20: Rs. _____ 2020-21: Rs. _____ 2021-22: Rs. _____.
(B)	<u>Net Worth</u>		2019-20: Rs. _____ 2020-21: Rs. _____ 2021-22: Rs. _____.
(C)	Whether Copies of Insurance Policies or PO/WOs uploaded		<p><i>Policies issued/orders received from 01.03.2019 to till date.</i></p> <p>(i) Policy issued to _____ for the period _____ (or) PO/WO issued by _____ for the period _____.</p> <p>(ii) Policy issued to _____ for the period _____ (or) PO/WO issued by _____ for the period _____.</p> <p>(iii) Policy issued to _____ for the period _____ (or) PO/WO issued by _____ for the period _____.</p>
(D)	Whether the Bidder have enclosed claims settled vouchers and details of purchase orders received from other Govt/private power utilities for the last 2 to 3 years		<p><i>Claims settled from 01.03.2019 to till date.</i></p> <p>(i) Claim settlement voucher Dt.----- --- for Rs.-----to <u>(name of the firm)</u> against PO/WO No.:_____</p> <p>(ii) Claim settlement voucher Dt.----- --- for Rs.-----to <u>(name of the firm)</u> against PO/WO No.:_____</p> <p>(iii) Claim settlement voucher Dt.----- --- for Rs.-----to <u>(name of the firm)</u> against PO/WO No.:_____</p>
(E)	Whether the Bidder has enclosed financial standing of the company supported by Audited financial statements for the last 2 to 3 years		

Note: (i) The Bidders are requested to fill all the above information regarding qualification requirements.

(ii) The Bidders are advised to refer Clause No.1.1 & 2.0 of Section-I : PRE-QUALIFICATION REQUIREMENTS and OTHER TERMS, for details.

SCHEDULE-C:

DEVIATIONS

Dear Sirs,

SUB: Tender Specification No. APSPCL-e-E-29/2022-23/EE/Tech/APSPCL, Dt. 13.09.2022

-oOo-

We hereby confirm that the following are the only Deviations and Variations, (both Technical as well as commercial), from the Specifications/Requirements stipulated in the aforesaid Tender Specification. These are irrespective of what-so-ever has been stated to the contrary anywhere else, in Our Offer No._____, Dt._____. **These Deviations and Variations are exhaustive and except for these, the entire asset of APSPCL will be insured as per the requirements of the aforesaid Tender Specification.**

SNo.	Description of Deviation	Ref. Of Page & Clause of Bid Documents	Monetary implications of the conditions, in case of withdrawal	
			(Rs. in figures)	(Rs. in Words)
	<u>(A) Technical</u>			
	<u>(B) Commercial</u>			

Note: The Tenderer should indicate, in this Schedule, the amount(s), if any, which he would charge extra (in addition to the rates quoted by him), for withdrawing his conditions/deviations & accepting the condition as stipulated in the Tender Specification/Documents.

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CHECK LIST

The Bidders are invariably requested to check whether the following documents are uploaded on the APSPCL e-procurement platform:-

I) PRE-QUALIFICATION BID:

Sl. No	Description	Linking
1	Audited Financial statements indicating gross direct premium, net worth for the last three financial years only.	With PQB
2	Settled claim payment vouchers, Invoices, and other documents evidencing the claim settlement for the last three financial years.	With PQB
3	Audited Turnover Certificate for the last three financial years only..	With PQB
4	Insurance/Purchase orders received from other Govt/private power utilities.	With PQB
5	Schedule-A	With PQB
	Schedule-B	With PQB
	Schedule-C	With PQB
6	GST Registration Certificate.	With PQB
7	PAN Card.	With PQB
8	In case of IRDAI registered Brokers, along with all the above documents their IRDAI registration certificate shall also be submitted for fulfilling the Qualification criteria	With PQB